

EXHIBIT 9



January 7, 2022

Thomas C. Canfield
Senior Vice President, General Counsel & Secretary
Spirit Airlines Inc.
2800 Executive Way
Miramar, FL 33025

Dear Thomas:

The following constitutes our mutual understanding with respect to your retention of Sard Verbinen & Co., LLC ("SVC") as communications consultant to Spirit Airlines, Inc. ("Spirit").

A. As communications consultant, SVC shall provide the following services to Spirit regarding a potential transaction:

- 1) Work with Spirit on the design and execution of appropriate public and investor relations programs in support of its business objectives.
- 2) Prepare and distribute internal and external communications materials as may be appropriate and agreed upon.
- 3) Respond to inquiries from the press and other third parties as may be appropriate and agreed upon.
- 4) Provide website design, development, maintenance, and/or hosting services and advertising services as may be appropriate and agreed upon.
- 5) Perform other public and investor relations services as are mutually agreed upon.

B. SVC shall perform these services in accordance with the following terms:

- 1) SVC shall provide these services as an independent contractor, not as Spirit's employee or agent.
- 2) SVC's minimum compensation, excluding expenses, shall be [REDACTED] (invoice and required W-9 form attached), payable in advance, against which SVC shall accumulate time charges at our then-current hourly billing rates (as set forth on Schedule A hereto). In the event time charges exceed [REDACTED], SVC shall invoice Spirit monthly for the excess with a statement of activities. A success fee in an amount equal to [REDACTED] of SVC's total fees shall be payable to SVC at the completion of the transaction. SVC's invoices shall be payable upon receipt. All amounts payable under this agreement are exclusive of any sales tax or fees, which, if applicable, shall be Spirit's responsibility.
- 3) Spirit shall reimburse SVC for all necessary and reasonable out-of-pocket expenses upon submission of itemized monthly statements. SVC shall also bill a monthly charge totaling [REDACTED] of time charges to cover database services subscription fees, certain information retrieval services and other ordinary course items that shall not be billed to Spirit on an itemized basis. In the event that travel is required by Spirit, SVC shall be reimbursed for business class travel, and travel time shall be billable at SVC's then-current hourly billing rates. In the event that Spirit schedules a media or presentation training session and subsequently cancels or reschedules such session fewer than five (5) business days prior thereto, SVC may charge Spirit a



cancellation fee equal to [REDACTED] or a rescheduling fee equal to [REDACTED], as applicable, of (a) expected hourly time charges for such training session or (b) if a flat fee was previously negotiated, of such fee. All unusual expenses shall be subject to Spirit's prior authorization.

- 4) In the course of this engagement, SVC may be asked to develop written materials or make statements on Spirit's behalf based on information provided by Spirit and/or its representatives. Spirit agrees and acknowledges that SVC shall not undertake the process of independently verifying such information, and that it shall be truthful, accurate and not misleading. In the event of any claim, action, investigation or regulatory proceeding resulting from, or relating to, materials prepared, or statements made, by SVC based on such information, Spirit shall indemnify and hold SVC harmless and pay any costs (including attorneys' fees), damage awards or other liability incurred by SVC. Spirit's obligations under this paragraph shall survive the termination of this agreement. In the event of a conflict between this paragraph and any confidentiality or non-disclosure agreement entered into by the parties, whether before or after the date of this agreement, this paragraph shall control.
- 5) In the event of any claim, action, investigation or regulatory proceeding resulting from, or relating to, website design, development, maintenance and/or hosting services that may be provided hereunder, whether by SVC or a third-party vendor with whom SVC contracts on behalf of Spirit, including but not limited to claims for trademark infringement, copyright infringement, wrongful release, theft, duplication or misappropriation of data, violation of privacy rights, libel, defamation or plagiarism, Spirit shall indemnify and hold SVC harmless and pay any costs (including attorneys' fees), damage awards or other liability incurred by SVC in connection therewith. Spirit's obligations under this paragraph shall survive the termination of this agreement.
- 6) In the event that SVC receives a third-party subpoena or other information request for documents and/or testimony from a private litigant or governmental or regulatory body relating to SVC's work for Spirit, SVC shall, to the extent permitted by law, provide Spirit and/or its legal counsel with notice and the opportunity to intervene and raise objections. Spirit shall compensate SVC at SVC's then-current hourly billing rates for time expended and out-of-pocket costs (including attorneys' fees) incurred by SVC in responding to any such subpoena or information request. Spirit's obligations under this paragraph shall survive the termination of this agreement.
- 7) This agreement shall be effective as of January 7, 2022 and shall continue through the completion of the services contemplated herein, provided that either party may terminate this agreement at any time with 30 days' written notice to the other.
- 8) Unless otherwise directed by Spirit, SVC shall keep confidential all non-public information provided to SVC by Spirit in connection with this agreement.
- 9) This agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles, and both parties hereto agree to the exclusive jurisdiction of the courts sitting in the city and county of New York with respect to the adjudication of any claims arising out of or relating to this agreement.
- 10) This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.



If the above correctly sets forth Spirit's understanding of our agreement, kindly sign and return a copy of this letter. We appreciate the confidence that you have placed in SVC.

Very truly yours,

SARD VERBINNEN & CO., LLC

A handwritten signature in dark ink, appearing to read "Andrew Cole", followed by a horizontal line.

By: _____
Andrew Cole
Co-President

ACCEPTED AND AGREED UPON

SPIRIT AIRLINES INC.

By: _____
Thomas Canfield
Senior Vice President, General Counsel & Secretary




January 7, 2022

Spirit #: 3306
Invoice #: 30149-3306

Thomas C. Canfield
Senior Vice President, General Counsel & Secretary
Spirit Airlines Inc.
2800 Executive Way
Miramar, FL 33025

INVOICE

Minimum fee for public relations services to be rendered in accordance with the letter of agreement between Sard Verbinnen & Co., LLC and Spirit Airlines, Inc. dated January 7, 2022.

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Please wire to:
Sard Verbinnen & Co., J.P. Morgan Chase & Co.
401 Madison Avenue, NY, NY 10017
Account # 134727630, Routing # 021000021, SWIFT Code: CHASUS33
Invoices due upon receipt
Sard Verbinnen & Co., LLC Federal ID #: 13-4115411



Schedule A

SVC Billing Rates as of January 2022

Name	Title	Hourly Rate
Andrew Cole	Co-President/Managing Director	
Robin Weinberg		
Niel Golightly		
Columbia Clancy	Principal	
Fiona Tessitore	Vice President	
Catherine Livingston	Senior Associate	
Shreya Doshi	Junior Associate	
Lauralynn Stamp	Administrative	



Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sard Verbinen & Co., LLC																																																				
2 Business name/disregarded entity name, if different from above																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	5 Address (number, street, and apt. or suite no.) See instructions. 909 Third Avenue, 32nd Floor																																																			
6 City, state, and ZIP code New York, NY 10022	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶ Date ▶ 2/12/2021																																																			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2018)